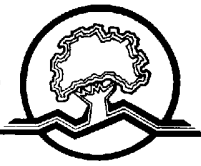


**Attachment
MRCA Item V(b)
October 6, 2004**



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens

570 West Avenue Twenty-six, Suite 100

Los Angeles, California 90065

Phone (323) 221-9944 Fax (323) 221-9934

August 30, 2004

Mr. Joseph T. Edmiston, FAICP
Executive Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon
Malibu, California 90265

Grant Application - Proposition 12 Funds Minor Capital Outlay

Dear Joe:

I am pleased to present the enclosed application for grant funding from Proposition 12 for miscellaneous capital outlay for the fiscal year 04-05. The Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 (Proposition 12) allocated funds to the Santa Monica Mountains Conservancy in Article 8, 5096.353, for capital outlay and grants for enhancement and restoration of natural lands, improvement of public recreation facilities, and for grants to local agencies to increase access to parks. The Mountains Recreation and Conservation Authority (MRCA) requests a grant in the amount of \$191,675.

To operate, improve, and restore multiple park sites and open space areas owned and/or operated by the MRCA, the MRCA has a variety of equipment needs. Additionally, in order to provide a high quality park experience for park visitors, site improvements are necessary. These include installation or replacement of site fixtures including signage, park benches, picnic tables, interpretive displays, plantings and other park amenities.

If you have any questions regarding this, please contact our project manager, Lisa Soghor, at 323-221-9944, extension 105.

Sincerely,

Michael D. Berger
Chairperson

Attachments: Application

**SANTA MONICA MOUNTAINS CONSERVANCY
GRANT APPLICATION – PROPOSITION 12 FUNDS**

Project Name: Miscellaneous Capital Outlay 04/05	Amount of Request: \$191,675 Total Project Cost: \$191,675		
Applicant Name: Mountains Recreation & Conservation Authority			
Applicant Address: 570 West Avenue 26, Suite 100 Los Angeles, CA 90065	Project Address: Various		
	County	Senate District	Assembly District
	Los Angeles, Ventura	various	various
Phone: 323-221-9944 Fax: 323-221-9934	Email: Lisa.Soghor@mrca.ca.gov		
Grantee's Authorized Representative: Amy Lethbridge, Deputy Executive Officer			
		323-221-9944, x109	
<i>Name and Title</i>		<i>Phone</i>	
Person with day-to-day responsibility for project: Lisa Soghor, Chief of Developed Resources			
		323-221-9944, x105	
<i>Name and Title</i>		<i>Phone</i>	
Project Description: Enhancement and/or restoration of capital assets owned and/or operated by MRCA, specifically the Mentryville water system and Wilacre Park Trailhead, and related equipment purchases.			
See attached Project Description and Budget.			
Tasks / Milestones: 1 Mentryville Water System 2 Wilacre Park Trailhead Improvement 3 Park Enhancement/Restoration Equip.	Budget: \$ 20,435 \$ 91,240 \$ 80,000	Completion Date October 2004 December 2004 June 2005	
For Acquisition Projects: APN(s): N/A Acreage: N/A			
I certify that the information contained in this Grant Application form, including required attachments, is accurate.			
_____ <i>Signature of Authorized Representative</i>		_____ <i>Date</i>	
STATE OF CALIFORNIA ♦ THE RESOURCES AGENCY			

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION

Miscellaneous Capital Outlay 04/05

PROJECT DESCRIPTION

Proposition 12, the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000, allocated funds to the Santa Monica Mountains Conservancy in Article 8, 5096.353, for capital outlay and grants for enhancement and restoration of natural lands, improvement of public recreation facilities, and for grants to local agencies to increase access to parks. The Mountains Recreation and Conservation Authority (MRCA) is seeking a grant of Proposition 12 funds for minor capital outlay in the 2004-2005 fiscal year.

Government Code Section 16727, Use of proceeds from sale of bonds; "Capital assets," allows for use of funds for the costs of construction or acquisition of capital assets. "Capital assets" includes major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the capital asset. "Capital assets" also include equipment with an expected useful life of two years or more.

The MRCA operates and manages multiple park sites and open space areas for the Santa Monica Mountains Conservancy. To perform this job well, MRCA has a variety of equipment needs. Additionally, in order to provide a high quality park experience for park visitors, minor site improvements are often necessary. These include installation or replacement of site fixtures including signage, park benches, picnic tables, interpretive displays, plantings and other park amenities. Often, the funding sources available for the ongoing maintenance of parks are not sufficient to include the replacement or purchase of these site fixtures and the equipment necessary to provide for the enhancement, restoration and improvement of these parks.

Mentryville Water System Improvements

The MRCA operates Mentryville, in the Pico Canyon area of Santa Clarita Woodlands Park. The existing water system at Mentryville supplies the domestic, irrigation and firefighting water needs of the park. The entire system is in need of major repair and overhaul, including the purchase of a new pump. This improvement project will improve the operation and safety of the park. The anticipated cost of the water system improvement project is \$20,435.

Wilacre Park - Trailhead Improvements

The trailhead at Wilacre Park is an extremely popular destination for hikers in the Santa Monica Mountains. Its current parking capacity does not meet the demand. MRCA proposes increasing the public access to this park by adding additional parking spaces. Approximately twenty spaces would be added next to the existing parking. An adjoining area would also be graded to create a new overflow lot that could be opened at the park rangers' discretion. The improvement project would also include some new fencing, signage and planting. The anticipated cost for the Wilacre improvements is \$80,000.

Park Enhancement and Restoration Equipment

The MRCA continually undertakes restoration and enhancement projects on the many parks and open space areas it owns and/or operates to increase public access and provide safe and enjoyable recreational

opportunities. For example, the MRCA may clear a new area in an existing park to create a usable lawn for picnicking and other informal recreation. Staff needs different equipment to make a project like this happen: chainsaws to clear the existing brush, a chipper to mulch the woody material (cheaper and more environmentally sound than disposing of it in a landfill), a trencher to dig the irrigation lines, an aerator to prepare the ground for laying sod or spreading seed, and a lawn mower to keep the improved area in good condition.

A portion of this grant would be used to purchase the equipment necessary to make these improvements. If the MRCA has the equipment on hand, staff can perform the work by force account. Otherwise, the MRCA must use outside contractors or rent the equipment, both of which often come at a higher price. This equipment includes, but is not limited to, riding and standing lawn mowers and trailers to transport them, a chipper, a brush blazer, weed whips, chain saws, pole saws, an aerator, a rototiller, blowers, a trencher, a jackhammer, a paint sprayer, and power washers. All the equipment contemplated for purchase would have a useful life of two years or more, would be used to continue or enhance the useful life of existing or planned capital assets, and would aid in the improvement of public recreation facilities and the enhancement of natural lands. The portion of funding in this grant for this equipment is anticipated to be \$80,000.

**MISCELLANEOUS CAPITAL OUTLAY 04-05
PROJECT BUDGET**

item	amount	unit	unit cost	total
Mentryville Water System				
Reciprocating Pump	1		\$ 13,000.00	\$ 13,000.00
Materials				\$ 2,000.00
Equipment				\$ 1,685.00
Labor				\$ 3,000.00
Construction Oversight				\$ 750.00
SubTotal				\$ 20,435.00
Wilacre Park Trailhead				
Grading				\$ 7,000.00
Chip Seal				\$ 34,000.00
Striping				\$ 2,000.00
Fence Materials	316 l.f.		\$ 10.00	\$ 3,160.00
Curbing	316 l.f.		\$ 5.00	\$ 1,580.00
Trees	4 24" Box		\$ 500.00	\$ 2,000.00
Equipment				\$ 5,500.00
Labor				\$ 30,000.00
Construction Oversight				\$ 6,000.00
Project Management				\$ 8,000.00
SubTotal				\$ 91,240.00
Park Enhancement/Restoration Equipment				
Chipper	1		\$ 26,000.00	\$ 26,000.00
Brush Blazer	1		\$ 12,000.00	\$ 12,000.00
Riding Mowers	4		\$ 3,000.00	\$ 12,000.00
Trailers	2		\$ 2,000.00	\$ 4,000.00
Chain Saws	2		\$ 800.00	\$ 1,600.00
Stihl 450 Whips	4		\$ 800.00	\$ 3,200.00
Pole Saws	2		\$ 600.00	\$ 1,200.00
Jack Hammer	1		\$ 1,500.00	\$ 1,500.00
Trencher	1		\$ 2,100.00	\$ 2,100.00
Rototiller	1		\$ 2,200.00	\$ 2,200.00
Blowers	2		\$ 500.00	\$ 1,000.00
Paint Sprayer	1		\$ 1,800.00	\$ 1,800.00
Miscellaneous				\$ 11,400.00
Sub Total				\$ 80,000.00
Grand Total				\$ 191,675.00

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

AGREEMENT NUMBER

SMM-04XX

AMENDMENT NUMBER

1. CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (Minor Capital Outlay)

2. FEDERAL I.D. NUMBER

77-0112367

3. AGENCY TRANSMITTING AGREEMENT

Santa Monica Mountains Conservancy

4. DIVISION, BUREAU, OR OTHER UNIT

5. AGENCY BILLING CODE

10507

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

Rorie A. Skei, Chief Deputy Director

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ NO☐ YES (If YES, enter prior contractor

name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES

Miscellaneous Capital Outlay projects for improvement and restoration.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

Enhancement and/or restoration of capital assets owned and/or operated by MRCA, specifically the Mentryville water system and Wilacre Park Trailhead, and related equipment purchases.

10. PAYMENT TERMS (More than one may apply.)

☐ MONTHLY FLAT RATE☐ QUARTERLY☐ ONE -TIME PAYMENT☐ PROGRESS PAYMENT☐ ITEMIZED INVOICE☐ WITHHOLD _____ %☐ ADVANCED PAYMENT NOT TO EXCEED☒ REIMBURSEMENT/REVENUE

\$ _____ or _____ %

☐ OTHER (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Capital Outlay and Grants	3810-301-0005	02-03	379	2002	\$100,000
Capital Outlay and Grants	3810-301-0005	04-05	208	2004	\$91,675
					\$

OBJECT CODE

AGREEMENT TOTAL \$ 191,675

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT

\$ 191,675

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT

\$

ACCOUNTING OFFICER'S SIGNATURE

DATE SIGNED

TOTAL AMOUNT ENCUMBERED TO DATE

\$ 191,675

12. AGREEMENT	From	Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	9-27-04	9-30-06	\$ 191,675	Exempt
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
		TOTAL	\$ 191,675	

(Continue)

13. BIDDING METHOD USED:

☐ REQUEST FOR PROPOSAL (RFP)
(Attach justification if secondary method is used)

☐ INVITATION FOR BID (IFB)

☐ USE OF MASTER SERVICE AGREEMENT

☐ SOLE SOURCE CONTRACT
(Attach STD. 821)

☐ EXEMPT FROM BIDDING
(Give authority for exempt status)

☒ OTHER *(Explain)* **N/A-Local Assistance Grant**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A – Local Assistance Grant

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A – Local Assistance Grant

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
Justification:
N/A – Local Assistance Grant

☐ Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

<div>18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?</div> <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div>	<div>19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?</div> <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div>	<div>20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?</div> <div><input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NONE ON FILE <input checked="" type="checkbox"/> N/A</div>
<div>21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?</div> <div><div>A. CONTRACTOR CERTIFICATION CLAUSES <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div><div>B. STD. 204, VENDOR DATA RECORD <input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A</div></div>	<div>22. REQUIRED RESOLUTIONS ARE ATTACHED</div> <div><input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A</div>	

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

☒ NO *(Explain below)*

☐ YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

☐ Good faith effort documentation attached if 3% goal is not reached.
☐ We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – Local Assistance Grant

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

☒ NO ☐ YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

☒ NO ☐ YES

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
	

AGREEMENT NUMBER

SMM-04xx

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Santa Monica Mountains Conservancy

CONTRACTOR'S NAME

Mountains Recreation and Conservation Authority (MCO)

2. The term of this Agreement is: 9-27-04 through 9-30-06

3. The maximum amount of this Agreement is: \$ 191,675

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mountains Recreation and Conservation Authority

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Berger, Chair

ADDRESS

570 W. Avenue 26, Suite 100, Los Angeles, CA 90065

STATE OF CALIFORNIA

AGENCY NAME

Santa Monica Mountains Conservancy

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerome C. Daniel, Chair

ADDRESS

5750 Ramirez Canyon, Malibu, CA 90265

**California Department of General
Services Use Only**

☐ Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:

Enhancement and/or restoration of capital assets owned and/or operated by MRCA, including the Mentryville water system, Wilacre Park Trailhead and other natural lands and recreational facilities, and related equipment purchases.

See attached Grant Application, Staff Report and Resolution.

2. The services shall be performed within the Santa Monica Mountains Conservancy Zone.
3. The services shall be provided during normal business hours.
4. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Name: Joseph T. Edmiston, FAICP	Name: Amy Lethbridge
Phone: (310) 589-3200	Phone: 323-221-9944, x109
Fax: (310) 589-2408	Fax: 323-221-8856

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: Mountains Recreation and Conservation Authority
Section/Unit: Government Programs	Section/Unit:
Attention: Grants Manager	Attention: Lisa Soghor
Address: 570 W. Ave. 26, Suite 100, Los Angeles, CA 90065	Address: 570 W. Ave. 26, Los Angeles, CA 90065
Phone: (323) 221-8900	Phone: 323-221-9944 ext. 105
Fax: (323) 221-9933	Fax: 323-221-9934

EXHIBIT E

Additional General Provisions

Definitions

1. The term “Act” as used herein means the Park Bond 2000
2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term “Contract” as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term “Grant Moneys” as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term “Project” as used herein means the project described in Section B of this Contract.
7. The term “Project Performance Period” as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of this Contract.
8. The term “State” as used herein means the Santa Monica Mountains Conservancy.

B. Project Description

The Grantee shall be responsible for enhancement and/or restoration of capital assets owned and/or operated by MRCA, including the Mentryville water system, Wilacre Park Trailhead and other natural lands and recreational facilities, and related equipment purchases in accordance with

EXHIBIT E

the attached staff report, resolution, and application authorizing such action dated September 27, 2004.

C. Project Period

The project period shall be from date of authorization to September 30, 2006, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.
3. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et. seq.)
4. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
5. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.

EXHIBIT E

6. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.
7. **If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.**
8. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.
9. Grantee agrees to comply with prevailing wage requirements. On January 1, 2004, additional prevailing wage requirements were added by the implementation of Senate Bill No. 966 (2003/2004 Reg. Session). The Department of Industrial Relations, Division of Standards Enforcement is the appropriate agency to contact for additional information on whether a project is a public works and whether prevailing wage is required, <http://www.dir.ca.gov>.

E. Project Costs

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.

F. Project Administration

EXHIBIT E

1. Grantee agrees to promptly submit such reports as the State may request. Grantee shall provide State a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees to use any moneys advanced by the State under the terms of this Contract solely for the Project herein described. Any temporary borrowings of such money for cash flow purposes by Grantee shall be approved by Executive Director of State only upon such assurances that the funds will be promptly repaid as the Executive Director may require.
4. If Grant Funds are advanced, the Grantee shall place these Funds in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on Grant Funds shall be used to complete the Project, as approved by the State. **Any overpayment of Grant Funds in excess of final project costs shall either be returned to the State or reallocated to another Project upon approval by the State within 60 days of completion of the Project or the end of the Project performance period as shown on the signature page, whichever is earlier.**
5. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.

EXHIBIT E

2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. **Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.**
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. **The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract, unless otherwise agreed to by the State pursuant to Section 5096.343 (c).**
5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Hold Harmless

1. Grantee agrees to waive all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Contract except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

EXHIBIT E

2. Grantee agrees to indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands, or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents or employees.
3. Grantee agrees that in the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event shall bear its own litigation costs, expenses, and attorney's fees.
4. Grantee and State agree in the event of judgment entered against the State and Grantee because of the concurrent negligence of the State and Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. Grantee agrees to indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the Grantee has certified. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.
2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such

EXHIBIT E

financial accounts, documents and records for **three years following** Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

J. Use of Facilities

1. **Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no other use of the property shall be permitted except by specific act of the Legislature.**
2. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise

EXHIBIT E

disposed of, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.

3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Monies for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital costs of the project subject to the provisions of Public Resources Code Section 5096.343. With the approval of the State, the Grantee or its successors in interest in the property may transfer the responsibility to maintain and operate the property in accordance with Section 5096.343.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of resident and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

L. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

M. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications

EXHIBIT E

of the agreement which can be given effect without the invalid provision or application, and to this provisions of this Contract are severable.

N. Budget Detail and Payment Provisions

Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
2. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
c/o Governmental Programs Officer
570 W. Ave. 26, Ste. 100
Los Angeles, CA 90065

O. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

SANTA MONICA MOUNTAINS CONSERVANCY

LOS ANGELES RIVER CENTER AND GARDENS
570 WEST AVENUE TWENTY-SIX, SUITE 100
LOS ANGELES, CALIFORNIA 90065
PHONE (323) 221-8900
FAX (323) 221-9001



September 22, 2004

John A. Saurenman
Supervising Deputy Attorney General
Office of the Attorney General, Lands Section
300 South Spring Street
Los Angeles, California 90013

Miscellaneous Capital Outlay - Proposition 12 Grant Application

Dear John:

Enclosed please find a proposed grant application submitted in draft form by the Mountains Recreation and Conservation Authority (MRCA) and drafts of the Santa Monica Mountains Conservancy grant agreement, staff report and resolution.

The MRCA is requesting a grant in the amount of \$191,675 from the Conservancy's Proposition 12 funds to be used for the improvement and restoration of MRCA owned and/or operated parks and recreation facilities located within the Santa Monica Mountains Conservancy Zone and Rim of the Valley. Section 5096.353 of the Public Resources Code provides that the Conservancy may make grants for the purpose of enhancing and restoring natural lands and improvement of public recreational facilities. The purposes of the proposed grant are the improvement of the Mentryville Water System and the Wilacre Park trail head. The MRCA is also requesting funds to purchase equipment with an expected useful life of two or more years to implement the enhancement and restoration of natural lands and improve and restore public recreational facilities.

Pursuant to Section 5 of the Budget Control language the Conservancy requests that your office review the enclosed draft and provide the Conservancy with advice as to whether the proposed grant is in compliance with the General Obligation Bond Law.

Sincerely,

A handwritten signature in black ink, appearing to read "Laurie C. Collins".

LAURIE C. COLLINS
Chief Staff Counsel